

1. Strict conformity with all terms is required. None of the terms may be varied or changed, nor any of the provisions waived except in a writing signed by an authorized representative of the Buyer.
2. In addition to any other method of acceptance, Seller's shipping the goods constitutes Seller's acceptance of all the terms and conditions hereof.
3. Timely delivery without grace is of the essence of this contract.
4. Any delay in shipping samples shall constitute a breach by Seller.
5. (a) Where more than one delivery date is specified, or the order, or when there is more than one delivery date for the same goods providing for different delivery dates, failure to deliver all earlier deliveries on time shall give Buyer the right to cancel future deliveries without waiver of any other remedies permitted by law.
- (b) Partial deliveries may be accepted at Buyer's option. Acceptance of partial deliveries are (i) without waiver of Buyer's right to reject the entire order if delivery on the last shipment is after the delivery date specified on the purchase order; and (ii) without waiver of any other remedies permitted by law.
- (c) If (a) or (b) is applicable, payment terms shall begin to run on the date the last shipment is received which is ultimately accepted by Buyer.
6. Terms of Seller's order, shipment or approval which are not identical with the terms of this purchase order are not a part of the contract between Seller and Buyer and are not binding upon Buyer.
7. Seller assumes risk of loss for goods in transit.
8. Buyer and Seller agree that any disputes arising between them shall be subject of the jurisdiction of the courts of the State of California, and further agree that laws of the State of California shall be applied to resolve any such disputes. No limitation of any claim for consequential damages shall be enforceable.
9. Seller warrants that the manufacture, sale and shipment of the goods and all labels affixed thereto and the contents of the labels are in compliance with the applicable laws in any services included herein have at all times been in compliance with the Fair Labor Standards Act, and in compliance with the Fair Labor Standards Act, and in compliance with the applicable federal, state and local laws, regulations and orders.
10. Seller shall furnish information to Buyer for the care of labeling of shipping apparel to be manufactured from the goods purchased.
11. Seller warrants that reasonable and representative tests have been performed in accordance with procedures set forth in the Flammable Fabrics Act for fabrics to be used in the apparel, and that said tests demonstrate that said fabric(s) is/are not a highly flammable as to be dangerous when worn as wearing apparel.
12. All shipments consisting of rolls must have packing slips attached with shipment and/or reference the purchase order number and group and/or division.
13. All cartons must be marked with the purchase order number and group and/or division.